



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: December 21, 2021

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Tucson Unified School District

***Project Title/Description:**

Intergovernmental Agreement (IGA) between Pima County and the Tucson Unified School District for the Provision and Administration of Childhood Immunizations and other Health Services

***Purpose:**

The Pima County Health Department (PCHD) has long had agreements with many of the school districts to cooperate in the administration of school immunizations. This new IGA also includes the possibility of working together on other health programs such as tobacco education, oral health, and other types of educational programs.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Under this IGA, PCHD can provide training and authorization to school nurses to provide school immunizations. Immunizations may also be provided to adults should the need arise. Depending on need and resources, the District and PCHD may also cooperate on other educational programs and/or the provision of oral health services.

***Public Benefit:**

School-age children are mandated to receive certain immunizations and the County is mandated to provide them. Offering the required immunizations at school is a convenient and free way for children to receive their required immunizations.

***Metrics Available to Measure Performance:**

- School nurses will enter all vaccines administered into the Arizona State Immunization Information System (ASIS).
- Number of hours of training provided to District nurses and support staff.
- Vaccines and supplies are ordered in a timely manner and stored according to manufacturer's instructions.

***Retroactive:**

No.

To: COB 12-3-21 (1)
Vers.: 1
Pgs.: 8

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTN Department Code: HD Contract Number (i.e., 15-123): 22-069
Commencement Date: 01/01/2022 Termination Date: 12/31/2026 Prior Contract Number (Synergen/CMS): N/A
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

*Funding Source(s) required: N/A

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Sharon Grant

Department: Health

Telephone: 724-7842

Department Director Signature: _____ Date: 11/23/20

Deputy County Administrator Signature: _____ Date: 29 Nov 2021

County Administrator Signature: _____ Date: 11/20/2021

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PIMA COUNTY AND TUCSON UNIFIED SCHOOL DISTRICT
FOR THE PROVISION AND ADMINISTRATION
OF CHILDHOOD IMMUNIZATIONS AND OTHER HEALTH SERVICES**

This Intergovernmental Agreement ("Agreement") is entered into between Pima County, a body politic and corporate of the State of Arizona ("County"), and the Tucson Unified School District, ("District"), a political subdivision of the State of Arizona, for nursing services in the provision and administration of childhood immunization and other health services.

RECITALS:

WHEREAS, the District desires to enter into an Agreement with the County for the provision and administration of childhood immunization and other health services;

WHEREAS, to provide Public Health Nurse Services and other appropriate services offered by the Pima County Health Department (PCHD) at select Tucson Unified School District community and school sites;

WHEREAS, the schools in Tucson Unified School District may request training and authorization from the Pima County Health Department for the school nurse to administer vaccines under A.R.S. § 36-673(C);

WHEREAS, the District has trained registered nurses and licensed practical nurses capable of administering childhood immunization services pursuant to the orders of a licensed physician under A.R.S. Title 32, Chapter 15;

WHEREAS, the County is mandated by A.R.S. § 36-673 to provide school immunizations;

WHEREAS, in accordance with A.R.S. § 11-951 et seq., Pima County, a body politic and corporate of the State of Arizona, and Tucson Unified School District, a political subdivision of the State of Arizona, are authorized to enter into this Agreement.

NOW, THEREFORE, THE DISTRICT AND THE COUNTY AGREE AS FOLLOWS:

Article I. TERM

This Agreement shall be effective January 1, 2022 and terminate on December 31, 2026. Any modification or termination shall be made by formal written amendment executed by the Parties.

Article II. PURPOSE

This Agreement defines the responsibilities of the Parties in a joint effort to provide required childhood immunization services at no charge to the school children of Pima County.

Article III. FINANCE

Each Party shall bear its own costs for the performance of its responsibilities as set forth in this Agreement.

Article IV. DISTRICT RESPONSIBILITIES

The District shall:

- A. Hold immunization clinics for school age children and/or adults in their service area in collaboration with County;
 - 1. Any school child receiving immunizations pursuant to this Agreement shall receive such immunizations at no cost.
 - 2. Underinsured is defined as a person (child) who has health insurance, but the coverage does not include vaccines or a person whose insurance covers only selected vaccines. Children with deductibles and co-pays are considered insured and NOT "underinsured."
 - 3. Follow the "How to handle your Underinsured patients after June 30, 2013" process required by the ADHS, as set forth in **Exhibit A** (1 page).
- B. Make registered nurses, licensed practical nurses, and necessary clerical staff available for training by the County.
- C. Make registered nurses, licensed practical nurses, and necessary clerical staff available to perform the responsibilities set forth in this Agreement.
- D. Appropriately store vaccines and clinical supplies, following best practices for vaccine administration as defined by the County.
- E. Be responsible for ordering supplies; setup of the clinic(s); completion of the immunization forms and records; and returning forms to County for reporting of immunizations to Medical Records and the Arizona Department of Health Services.
- F. Provide support to other PCHD programs as agreed upon.

Article V. COUNTY RESPONSIBILITIES

The County shall:

- A. Provide training and training materials.
- B. Provide standing orders as determined by the Department's Chief Medical Officer.
- C. Provide District with, vaccine, all necessary forms or copy ready originals, and medical supplies, such as alcohol swabs and syringes.
- D. Provide emergency drugs and protocols.
- E. Give technical support.
- F. Be available to answer organizational and medical questions during clinic(s).
- G. Provide a Public Health Nurse and relevant PCHD programs and services at select Tucson Unified School District community and school sites.
- H. Provide Public Health Nursing staff who will conduct Community and Population based services; Case Management/Home Visitation and immunization services at select District sites. These services may include but are not limited to:
 - 1. Prevention/Health Promotion classes and/or activities
 - 2. Consultation to school nurse(s) in regard to immunizations, communicable disease
 - 3. Community assessment activities in conjunction with Tucson Unified School District staff and/or nursing students
 - 4. Participation in coalitions, neighborhood groups or other stake holder organizations
 - 5. Receive referrals and conduct home visits as appropriate
 - 6. Work collaboratively with Tucson Unified School District staff to provide immunizations to all age groups.
- I. Provide other PCHD services as appropriate. These services may include, but are not limited to:
 - 1. Healthy Living,
 - 2. Tobacco Cessation,
 - 3. Oral health,
 - 4. Women, Infant and Children (WIC),

5. Health education classes
6. Reproductive Health Education and Services

Article VI. WORKER'S COMPENSATION COVERAGE

Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each participating agency shall be considered the primary employer of all personnel currently or hereafter employed by that agency, and said agency shall have the sole responsibility for the payment of worker's compensation benefits or other fringe benefits of said employees.

Article VII. INSURANCE

Parties shall provide, or self-insure, professional liability and general liability insurance in amounts sufficient to cover their respective responsibilities under this Agreement. Parties shall maintain their own insurance, worker's compensation insurance, and shall handle all of their own internal accounting.

Article VIII. INDEMNIFICATION

To the fullest extent permitted by law, the parties will defend, indemnify, and hold harmless the other party and any related taxing district of the other party, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of the indemnifying party or any of the indemnifying party's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of the indemnifying party to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by the indemnifying party from and against any and all Claims. Indemnifying party is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

Article IX. LAWS AND REGULATIONS

- 9.1. Compliance with Laws. District will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 9.2. Licensing. District warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 9.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

Article X. NO PARTNERSHIP

This Agreement shall not be construed to create any partnership, joint venture, or employment relationship between the parties or any employee, agent or contractor of either Party.

Article XI. NON-DISCRIMINATION

District agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, District will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

Article XII. AMERICANS WITH DISABILITIES ACT COMPLIANCE

The parties shall comply with all applicable provisions of Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. § 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

Article XIII. CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

Article XIV. TERMINATION

This Agreement may be terminated by either Party upon thirty (30) days written notice.

Article XV. NON-APPROPRIATION

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the County shall have no further obligation to the District.

Article XVI. NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

Article XVII. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

County:

Theresa Cullen, M.D., Director
Pima County Health Department
3950 S. Country Club, Suite 100
Tucson, Arizona 85714

District:

Dr. Gabriel Trujillo, Superintendent
Tucson Unified School District
1010 E. Tenth St.
Tucson, AZ 85719

Article XVIII. SEVERABILITY

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

Article XIX. LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 19.1. Compliance with Immigration Laws. District hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). District will further ensure that each subcontractor who performs any work for District under this Contract likewise complies with the State and Federal Immigration Laws.
- 19.2. Books & Records. County has the right at any time to inspect the books and records of District and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 19.3. Remedies for Breach of Warranty. Any breach of District's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting District to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, District will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of District.
- 19.4. Subcontractors. District will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Article XX. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The parties acknowledge that the County is a hybrid covered entity as described in 45 C.F.R. §160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy, confidentiality and security of protected health information. District acknowledges that it may obtain confidential personal health information in the course of District's performance under the terms of this Agreement. "Confidential personal health information" includes information that

could be used to identify a participant, information pertaining to the participant's care, treatment or experience in County's program, and information pertaining to the cost of, payment for, or collections activities related to participant's care, treatment and experience in County's program. District agrees to maintain the privacy, confidentiality and security of information it may obtain in the course of its performance under this Agreement. District specifically agrees that:

- 20.1. Any confidential personal health information that District may obtain shall remain the sole property of the County; and
- 20.2. District shall establish and maintain procedures and controls that are acceptable to County to assure that no confidential personal health information contained in its records or obtained from County or from others in carrying out its functions under this Contract shall be used by or disclosed by District, its agents, officers, employees or sub-contractors, except as required in the performance of its obligations under the terms of this Contract; and
- 20.3. District shall not remove any confidential personal health information from County premises, if applicable; and
- 20.4. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of District as needed for the performance of its duties under this Contract, or to County.

Article XXI. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

Article XXII. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

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IN WITNESS WHEREOF, the Parties hereto approve this Agreement.

County

District

Chair, Board of Supervisors Date

President Date

ATTEST

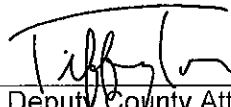
ATTEST

Clerk of the Board Date

Superintendent Date

APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952(D), the attorney for each party has determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

 11/23/2021

Deputy County Attorney Date

Legal Counsel Date

APPROVED AS TO CONTENT

 11/23/21

Department Representative Date

EXHIBIT A



How to handle your Underinsured patients after June 30, 2013

Definition of Underinsured: A person who has health insurance, but the coverage does not include vaccines or a person whose insurance covers only selected vaccines. Children with deductibles and co-pays are considered insured and NOT underinsured.

Step 1: Verify the patient's insurance status down to the vaccine dose level.

Step 2: Inform the patient that only certain vaccines may be covered.

Step 3: Discuss the two options for the uncovered recommended vaccines.

Option 1: Vaccinate using private stock and bill the patient out-of-pocket.

Option 2: Refer the patient to a facility with the ability to provide the uncovered recommended vaccines at no cost.

If the patient chooses Option 1: Pay for vaccine out-of-pocket

Step 4: Use your private vaccine stock and administer the covered and uncovered vaccines. Charge the patient out-of-pocket for the cost of the uncovered vaccines.

If the patient chooses Option 2: Referral to a deputized site

Step 4: If some of the recommended vaccines are covered by insurance, use your private stock to administer the covered vaccine. You don't want to miss an opportunity to vaccinate.

Step 5: Give the patient a list of the recommended uncovered vaccines and tell them to bring the list and their shot record with them to the new facility. Consider using the Underinsured Patient Referral Form*.

Step 6: Provide the patient with a county specific list, from the Underinsured Referral Locations document*, with all the FQHCs and RHCs, deputized providers and county health department clinics.

Step 7: Tell the patient to call before visiting a new provider site to find out if an appointment is necessary.

* The Underinsured Patient Referral Form and the Underinsured Referral Locations document can be found on the ADHS website (<http://www.azdhs.gov/phs/immunization/vaccine-policy-changes.htm>)

If you have any questions, please contact the Arizona VFC Program 602-364-3642.

July 2, 2013